

AG Contract No. KR03-0206TRN  
ADOT ECS File: JPA 02-188  
Project: STP-900-0(189)/H5089 03X  
2001 or 2002 Federal Transit Authority  
(FTA) Grant Funds Planning Support for  
Future Transit Project Development  
Grant 8, 9 or 10

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF AVONDALE

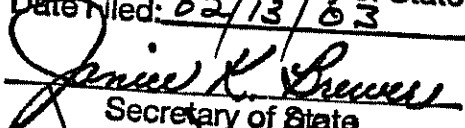
THIS AGREEMENT is entered into February 13th, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes Section 41-1513 and 28-1895 et seq to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.
3. The Federal Government has made funds available to the State for the use of the City to conduct the planning support for Future Transit Project Development program. The State and the City desire to define their respective responsibilities relating to the transfer of up to and not to exceed \$80,000.00, through the State to the City and the expenditure thereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 25802  
Filed with the Secretary of State  
Date Filed: 02/13/03  
  
Secretary of State  
By: Vicky V. Graenewald

## **II. SCOPE OF WORK**

1. The State will:

No more than monthly, and upon receipt and approval of an invoice from the City, provide the City federal funds in the amount of up to \$80,000.00, for activities performed relating to the planning support for Future Transit Project Development.

2. The City will:

a. Using State approved procurement procedures, advertise for, and with the concurrence of the State, select and hire a professional transportation planning consultant to conduct related work activities generally in accordance with Attachment A, which is attached hereto and made a part hereof. Be responsible for any claims for extra compensation.

b. Provide the required \$20,000.00 match in in-kind services, and invoice the State for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed \$80,000.00.

c. Apply funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

## **III. MISCELLANEOUS PROVISIONS**

1. The only interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the City by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement is contingent upon the availability of federal funds to support the program, and shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Agreement

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Avondale  
City Manager  
525 N. Central Avenue  
Avondale, AZ 85323

For Reimbursements Contact

Arizona Department of Transportation  
Attn: Scott Friedson  
206 South 17 Avenue, Mail Drop 320BE  
Phoenix, AZ 85007

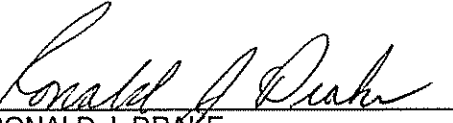
9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF AVONDALE**

**STATE OF ARIZONA**

Department of Transportation

By   
RONALD J. DRAKE  
Mayor

By   
DALE BUSKIRK, Acting Division Director  
Transportation Planning Division

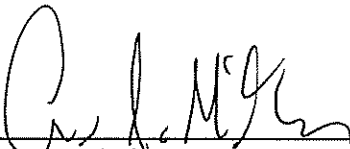
**ATTEST**

By   
LINDA FARRIS  
City Clerk

**APPROVAL OF THE AVONDALE CITY ATTORNEY**

I have reviewed the above referenced proposed Intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and the CITY OF AVONDALE, and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 6<sup>th</sup> day of January 2003.

  
\_\_\_\_\_  
Andrew McGuire  
City Attorney

## **ATTACHMENT A**

### **PUBLIC NOTICE**

#### **Avondale Urbanized Area Transit Plan Study**

The City of Avondale is requesting proposals to conduct an Avondale Urbanized Transit Study. The study will be completed for final review by June 30, 2003 at a cost not to exceed \$80,000. In addition, this proposal also requests technical assistance to produce an FTA Formula 5307 application to be submitted by August 15, 2003.

All proposals must be delivered by 3:00 p.m. MST, Wednesday, January 15, 2003 to the City of Avondale City Hall, located at 525 N. Central Avenue, Avondale, AZ 85323. Proposals are scheduled to be opened at the same time. Late proposals will not be accepted and vendors are responsible for ensuring timely deliver of any proposal prepare and submitted.

The Transit Plan Study is a critical component to implementing the Formula 5307 funds designated by the Federal Transit Administration to initiate the Avondale Urbanized Area. Funds for producing the Transit Plan are contingent on an intergovernmental agreement (IGA) being established by the City of Avondale and the Arizona Department of Transportation to spend Federal Transit Administration Formula 5303 and 5313 funds for the purposes of producing an urbanized area transit plan. This IGA will be presented for City of Avondale Council action January 6, 2003.

For further information contact Charlie McClendon, City of Avondale Assistant City Manager at 623-932-2400 or Scott Friedson Arizona Department of Transportation at 602-712-6095.

## **City of Avondale Request for Proposals for the Development of a Transit Plan for the Avondale Urbanized Area**

### **I. Purpose**

The City of Avondale is requesting proposals from ADOT qualified consultants to develop a Avondale Urbanized Area Transit Plan. This project has three administrative partners: the City of Avondale, the Federal Transit Administration (FTA), and the Arizona Department of Transportation (ADOT). The Transit Plan will encompass a defined planning area made up of parts of the Cities of Avondale, Glendale, Goodyear, Litchfield Park, Maricopa County, and Phoenix. In addition, the study will address transit planning issues for City of Tolleson and the Town of Buckeye, which are currently outside the Avondale Urbanized Area, but within the scope of FTA eligible funds.

The objectives of the Transit Plan are to:

1. Collect regional information already produced relevant to the creation of a transit plan for the Avondale Urbanized Area. In addition to the Avondale Urbanized Area also identify needs in the City of Tolleson and the Town of Buckeye as part of a planning document.
2. Identify demographic areas where transit service is more likely to be needed over the next ten years.
3. Perform a mail survey to households within the area to gauge public interest for transit services. Tabulate and report findings.
4. Hold public meetings to define current and future public interest for transit service.
5. Propose three, five, and ten year operations and capital options to expand transit service.
6. Address financial and regulatory issues that include, but are not limited to:
  - Special census data collection that may fold the Avondale Urbanized Area into the greater Phoenix-Mesa Urbanized Area
  - Americans with Disabilities Act
  - Potential financial direct and in-kind local match sources
  - Other issues that will arise through the public process
7. Develop recommendations that will integrate and expand existing Avondale Urbanized Area transit services into the greater Valley Metro/City of Phoenix Transit network of services.

When complete this Transit Plan will serve to represent citizen, municipal, and technical input towards utilization of FTA Formula 5307 funds to maintain current services and potentially expand services in the studied areas.

### **II. Background**

The U.S. Census Bureau defines and establishes urbanized areas that are then used by various governmental agencies to provide formula funding. In 2002, the Census Bureau identified the newly formed Avondale Urbanized Area. This designation makes available FTA funding for public transit purposes. To gain access to these "Formula 5307" funds a significant application must be submitted that reflects public input, inclusion in local and state transportation processes and reflects a developed transit plan. For FY 03, FTA funds available for the Avondale Urbanized Area total \$749,754.

FTA has initially designated the Arizona Department of Transportation as the recipient for these funds. The City of Avondale is working with ADOT to shift the designated funding recipient to the City of Phoenix, as the City of Phoenix also serves as a designated recipient for most federal transit funds for the region.

It is envisioned that Formula 5307 funds will enable the Southwest Valley area to enhance its transit services. However, there are real concerns that must be addressed as transit service is developed for the area. First, the urbanized area designation is a result of a population corridor separation that traverses 91<sup>st</sup> to 99<sup>th</sup> Avenues. Once this corridor reaches a certain population infill, the Avondale Urbanized Area will become absorbed into the Phoenix-Mesa Urbanized Area. This is significant because any urbanized area under 200,000 populations may spend its 5307 funds on both operating and capital expenses. Urbanized areas over 200,000 can only make capital expenditures. Operating expenses are matched by local expenditures at a dollar to dollar return and to replace local revenues could have significant financial impact. Capital expenses are paid 80% by FTA funds and 20% local match funds.

### **III. Scope of Services**

1. The firm selected, referred from here on as "CONSULTANT", will review all current study materials pertinent to the Southwest Valley, Avondale Urbanized Area and the City of Tolleson and the Town of Buckeye. Included in this review shall be:
  - Current and projected socio-economic trends including population and employment characteristics for the study areas. Current transit riders are 80% transit dependent.
  - Current and projected land use
  - Current and projected transportation infrastructure
2. Develop a transit survey and mail it to the households in the Avondale Urbanized Area and designated planning cities of Tolleson and Buckeye. Estrella Mountain Community College has offered to collect and report the data for a fee of up to \$2,000 in the form a donation to its campus scholarship fund. Contact Steve Shriver at 623-935-8461.
3. Review the current services offered within the study planning area and make recommendations. Current service includes:
  - a. START Route 131 that runs two buses from approximately 5:30 am – 8:30 pm. From Desert Sky Mall to the City of Litchfield Park, traversing Litchfield Park, Goodyear, Avondale, Tolleson, and Phoenix. It is the only current local service.
  - b. Express Route 560 that provides two downtown commute trips in the morning and two return trips in afternoon initiating in Avondale, making a final stop at Desert Sky Mall before going to downtown Phoenix.
  - c. The City of Phoenix and the City of Avondale Councils have both approved the extension of Indian School Route 41 from Desert Sky Mall to Estrella Mountain Community College as the highest priority enhanced service project. This route will begin service in July 2003. Any baseline service review will include the financial impact this route may have.
4. Identify various possible service enhancements.
  - a. A new Civic Government Center will be completed in January 2004. Any new service may need to encompass the ability for citizens to access the Avondale City Hall and should be considered for funding.
  - b. A number of operating lines have been or will be suggested throughout the planning process. Determine high need service areas for the next ten years.
  - c. Determine capital needs for projected enhanced service areas.

5. Prepare and facilitate a public input process for potentially affected sections of the Avondale Urbanized Area.
  - a. There shall be 10 total sections evaluated including a Tolleson section and a Buckeye section, with eight other sections located within the Avondale Urbanized Area itself.
  - b. Once the individual sections are heard, hold a general workshop for final comment.
  - c. Prepare and present transit planning information results before all nine participating municipal Councils and County Board of Supervisors.
  - d. Prepare and present updated reports for monthly START meetings, and as called Technical Committee meetings. Both groups are associated with providing direct input into the Avondale Urbanized Area.
6. Generate criteria to measure all public operation and capital input in order to distill up to ten service options. From these suggested projects make one or more recommendations for potential enhanced operational and capital transit services and expenditures.
7. Develop a three, five, and ten-year long-range funding plan to support operational and capital recommendations to take into account threats to urbanized area funding.

#### **IV. Project Tasks**

##### **1. Refine Scope of Services**

Additional refinements in the scope of services and the projected completion dates may be necessary during the contract period. The CONSULTANT may refine the scope of services, based upon professional experience, new information, or test results. Revisions to the Scope of Services will be determined jointly by the CONSULTANT and the City of Avondale Assistant City Manager assigned to the development of the Avondale Urbanized Area. In the event that a revision is needed, the CONSULTANT will furnish the City of Avondale Assistant City Manager with one copy of an initial revised Scope of Services and Project Schedule, including a revised labor/dollar allocation and project task cost breakdown, for internal review. The CONSULTANT will incorporate any comments from City of Avondale Assistant City Manager into a final revision and supply one copy to the City of Avondale and one copy for ADOT.

##### **1.1 General Coordination and Project Administration**

The CONSULTANT will establish project control through preparation of the project management plan, setting up the project in the corporate accounting system, and holding an internal (consultant/City of Avondale/ADOT) project kickoff meeting. The CONSULTANT will also hold a kickoff meeting with the Avondale Urbanized Area Technical Committee and START Committee, with City of Avondale and ADOT staff attending. Through this process the CONSULTANT will establish and maintain contact and protocol procedures to ensure full input from key stakeholders in this process.

The CONSULTANT will provide consistent, regularly scheduled contact with the Avondale Assistant City Manager and/or designee to gain a mutual understanding about the objectives, responsibilities; and assumptions made for this project. This task will also include on-going project administration.



**Deliverable Product:** Revised scope of services.

2. Develop Task and Agency Public Involvement Plan (PIP)

The CONSULTANT will develop a plan for public and agency involvement with assistance from the City of Avondale Assistant City Manager and/or designee. The Technical Committee will provide technical oversight for the development of the public involvement plan. The START committee will provide public input and review public actions. Both committees are comprised of project partners including representation from Urbanized Area agencies, ADOT, Valley Metro, Maricopa County, stakeholders, and other interested parties.

The public involvement plan (PIP) should identify key milestones for consultation efforts and methods for generating public input. Innovative and effective efforts to maximize resources in holding meetings are encouraged, such as joint meetings, attending meetings of interested groups at pre-established times and places, etc.

The PIP shall strive to involve affected and interested persons and agencies early in and throughout the process, and define ways to involve persons directly affected by potential service changes and/or enhancements.

2.1 Prepare Press Releases, Ads and Announcements

The CONSULTANT will prepare and place press releases, ads, and announcements for media to publicize public involvement activities with assistance from the City of Avondale Public Information officer. All public information materials shall also be distributed to the participating cities for posting on the respective websites.

2.2 Identify Non-Traditional and Hard-to-Reach Communities

The CONSULTANT will work to develop a list of non-traditional or hard-to-reach groups and identify potential community linkages in order to include these groups in the outreach program. Technical Committee members shall provide contact information for the consultant to utilize.

2.3 Develop mail survey

The CONSULTANT will develop and produce a survey to be mailed to households within the Avondale Urbanized Area and designated planning areas of the City of Tolleson and the Town of Buckeye. The survey seeks to identify those interested in transit services and what type of services would be beneficial. In addition, the survey should seek to determine demographic information and other useful information to give context and substances to providing enhanced service delivery of transit options within the surveyed area. Results from the survey should be a major component of the public input process and utilized to help determine transit service options outlined in the Transit Plan.

Survey results shall be generated through a direct mail and paid return mail feature, with tabulation and reporting of results to be coordinated by the CONSULTANT through whatever facilities chosen. Estrella Mountain Community College has offered to perform

the work, including developing a survey, tabulating the results, and reporting the findings at a fee not to exceed \$2,000, not including survey printing and mailing costs. These funds will be donated to an EMCC Scholarship fund.

**Deliverable Product:** Public and Agency Involvement Plan, press releases, ads, and announcements, scheduling and facilitating community meetings. Report on mail survey findings.

### 3. Review Prior and Ongoing Studies

The CONSULTANT shall review prior and ongoing studies and regional, state and federal policies regarding urbanized area processes and eligible expenditures to facilitate the public involvement process. Since the Avondale Urbanized Area Transit Plan will be the document that specific transit enhancement services will be reviewed against, the CONSULTANT needs to ensure that the Avondale Urbanized Area will complement and enhance overall regional transit services.

#### 3.1 Literature Review

The CONSULTANT shall review all pertinent transportation studies and surveys addressing the defined planning area including (but not limited to) the following:

RPTA Dial-A-Ride Study  
RPTA Short Range Transit Report  
RPTA Long Range Transit Plan  
MAG Special Transportation Needs Study  
MAG Long Range Transportation Plan  
MAG Elderly Mobility Plan  
Arizona DES JOBS/JTPA studies  
RPTA Origins and Destinations Survey  
RPTA Dial a Ride Survey  
MAG High Capacity Study  
MAG HOV/HOT Study,  
ADOT's Commuter Rail Study of the UP corridor,  
Transportation Improvement Program (TIP),  
RPTA Regional Transit System Study,  
MAG Bottleneck Study,  
Phoenix and Glendale Transit Plans,  
South Mountain Parkway EIS (currently being prepared by ADOT).

It is anticipated that review of this literature should provide most of the information needed to address other scope of work items listed to develop the Avondale Urbanized Area Transit Plan.

**Deliverable Product:** Section or sections within the Avondale Urbanized Area Transit Plan that recognizes the appropriate previous studies and current policies regarding public transit in Maricopa County, specifically as it pertains to the defined planning area. Utilizing these studies as an information base to identify missing data/information, provide context for public meetings, and assist in the development of potential enhanced service options.

#### 4. Analyze Current Transit Networks

The CONSULTANT will conduct a review of the characteristics of regional transit network, including equipment, facilities, staffing, funding and operations. The review shall include information on vehicles, capacity, speeds, frequencies, hours of operation, fares, and support facilities (including park and ride lots, supporting bus service, and maintenance and storage facilities). The CONSULTANT will survey all transit providers and assemble information on system characteristics and performance. Transit ridership will be broken down by race, age, ethnicity, household type and income using data acquired from existing ridership surveys and census information.

##### 4.1 System Inventory

In presenting options for enhanced services, the CONSULTANT will undertake an evaluation of the impact enhanced services will have on the current transit system, especially with bus utilization and other potentially needed capital improvements. Factors to be analyzed will include total vehicle miles per active vehicle, spare ratios, current and projected capacity of CNG or LNG fueling facilities, and revenue vs. non-revenue miles driven.

The CONSULTANT will also evaluate schedule efficiency of current and projected services through discussion with Valley Metro and/or City of Phoenix personnel and how those services may interact with current services that provide connection to the greater Valley metro transit grid. Measures to be examined may include on-time performance, peak to base vehicle ratio, peak to base passenger ratio, average speed, and/or other measures as recommended.

##### 4.2 Transit Funding

Recognizing that transit funding will be crucial to implementing an enhanced delivery system, as well as for maintenance and operation of the existing services in the defined planning area, the CONSULTANT'S report will assess current and future funding sources available for all facility types and all modes of transit. Emphasis will be placed on public revenues; however, private revenue sources - both direct and in-kind - will be discussed in a policy context, especially as it pertains to building local support to match federal dollars. The report needs to provide funding strategy options, describing current effective practices and including, if feasible, potentially innovative approaches not practiced locally.

FTA 5307 revenue projections over a three-year, five-year, and a ten-year time line are critical to determining the feasibility of transit-enhanced service options. Once the ten-year funding window is exhausted (due to population in-fill that will merge the Avondale Urbanized Area into the Phoenix-Mesa area), what other local options will exist?

Regional and jurisdictional trends in RARF and LTAF receipts will be tracked using historical data and projected for the planning horizon year. The current and alternative funding sources will be summarized in a matrix indicating their revenue potential, limitations of use by mode, legal status, ease of implementation, public acceptance, equity, and other pertinent factors important to decision makers.

Revenue forecasts will be presented in constant year (2002) dollars to facilitate their summation and to eliminate much of the speculation about future inflation rates. Charts and graphs, understandable to non-technical readers, will be included.

**Deliverable Product:** Section or sections in the Transit Plan documenting a comprehensive inventory and analysis of the defined planning area's potential fiscal needs, within and outside the current Avondale Urbanized Area.

#### 5. Peer City Review

The CONSULTANT will provide, when feasible, a comparison of the public transit systems of Chandler-Gilbert area to offer context to the development needs of the Avondale Urbanized Area and defined planning area.

**Deliverable Product:** A section that will compare and contrast the operational, capital, and administrative needs of Chandler-Gilbert to give context to the development of a three-, five, and ten-year Transit Plan. The analysis will include a description of the peer region's administrative and operational structure, governance, funding, human/equipment/technological resources, performance, level of service compared to demand, identification of needs and trip requirements of user groups, routing, fare structure, and performance indicators (i.e. cost per trip, mile, hour.)

#### 6. Model Transit Plans

As part of this task, the CONSULTANT shall review regional analysis, and forecast scenarios developed as part of the Regional Transportation Plan study. MAG socioeconomic data is available by Traffic Analysis Zone (TAZ) for 2000, 2010, 2020, and 2025. The MAG travel demand models forecast roadway and transit use throughout the metropolitan area. Key outputs of these models include projections of average daily traffic, peak hour traffic trips by purpose and mode, traffic volume to roadway capacity ratios, level of service at intersections, delay and travel time. GIS information on existing land use and land use plans is also available.

From this information and the public input process, the CONSULTANT will provide rational enhanced service options to be implemented over the next ten years.

**Deliverable Product:** A section or sections within the Transit Plan that documents the transit and socioeconomic models used, the projected travel demands for the next ten years, and the implications of these demands for current and proposed transit services in the Avondale Urbanized Area and defined planning area.

#### 7. Define Values, Goals, and Objectives

The Avondale Urbanized Area Transit Plan will adapt the values, goals and objectives developed as part of the Regional Transportation Plan process and clarify and define those values, goals, and objectives through the public input process. The goals and objectives developed in this task will be used to evaluate future transit service enhancements.

## 7.1 Initial Identification of Values, Goals and Objectives

Information regarding values, goals and objectives will be assembled based upon comments and questions received during the numerous outreach opportunities. The CONSULTANT will document the information received. A START meeting and a Technical Committee meeting will be held to summarize the results of the public meetings. The values and goals must be reflective of the public's desire for a viable future transit network, while at the same time supportive of basic system-level performance measures such as:

- Sustainability (the transit network can be operated and maintained over the life of the Study);
- Mobility/accessibility (system travel is enhanced, congestion is reduced and the public has reasonable access;
- Safety/security (the transit system is physically safe and secure);
- Reliability (the system is reliable in terms of its operation);
- Economic well being (the system enhances the economy and reduces user costs);
- Cost-effectiveness or efficiency (the system is cost-effective in terms of costs per revenue mile of travel);
- Environmental quality (the system improves the environment and addresses environmental justice issues); and
- Customer satisfaction (the public is satisfied with the function and performance of the transportation system).

**Deliverable Product:** A section or sections in the Transit Plan documenting the values, goals and objectives defined in Task 7.

## 8. Develop Strategies, Recommendations, and Performance Criteria

Working with stakeholders, the START Committee, and the Technical Committee, the CONSULTANT will develop strategies that will achieve the defined goals and objectives. These strategies will be expressed as a series of options and recommendations for transit investments that should be undertaken between the time of study adoption and the next three-year, five-year, and ten-year time frames. In addition, some options should be listed as potential goals for the defined planning area through 2025. To evaluate these strategies, the CONSULTANT will develop a series of performance measures that will be used by Avondale Urbanized Area jurisdictional governing bodies and staff to assess the effectiveness of these enhanced service options. These performance measures should attempt to take advantage of new technologies such as smart fare boxes and vehicle management systems as they are brought on line.

Stakeholders shall be included in the process for developing and refining performance criteria. Potential criteria could include: impacts on existing services, integration with other transportation system elements, land use impacts and compatibility with land use objectives, accessibility, transit system efficiency, ridership, impacts to roadway mobility and congestion, and impacts on Title VI communities, if applicable. As a part of this Task, the CONSULTANT shall review existing land use plans of RPTA member agencies to assess whether current and projected land use patterns are conducive to public transit.

**Deliverable Product:** Section or sections detailing the strategies that will achieve the goals and objectives as determined through the public processes. The Transit Plan

will identify criteria to determine enhanced service delivery and establish performance measures for current or projected evaluation of transit services.

#### 9. Develop Implementation Strategies and Action Plan

The CONSULTANT shall identify potential partnerships with stakeholders, public agencies and other interested parties. Potential joint ventures for transit project development which may help offset infrastructure costs should be explored. The implementation strategy and action plan shall include options for addressing financing, operations, maintenance and capital costs, and phasing recommendations for enhanced transit services over the next ten years. In addition, addendums will be added to project options that are not included for the next ten years, but meet criteria for possible consideration through 2025 for implementation. Issues, opportunities and constraints identified in prior tasks shall be summarized. Potential solutions to issues and constraints shall be identified.

**Deliverable Product:** Section or sections documenting implementation strategies and an action plan that identifies the key roles and responsibilities of stakeholders in implementing the recommendations of the regional transit system study. Timing, phasing, and an analysis of issues, opportunities and constraints shall be identified.

#### Deliverables

The principal work products of this project are the Avondale Urbanized Area Transit Plan and addendums to this Plan addressing the needs of the defined planning area outside of the Avondale Urbanized Area presented in sections as defined by the tasks and products listed above. In addition, preparing, promoting, and facilitating workshops and meetings as defined above are also expected. It is important to note that the CONSULTANT name or logo should not appear on the cover page of any document submitted to City of Avondale and ADOT; however, these may be included on subsequent pages. In preparing the working papers, it is expected that the CONSULTANT will first provide one (1) unbound copy and one (1) electronic copy of the initial draft document to the City of Avondale Assistant City Manager and the ADOT Senior Transportation Manager for internal review. Comments from the internal review will be returned to the CONSULTANT within seven days. Comments from the internal review will be incorporated where feasible into a revised working paper and the CONSULTANT shall submit one (1) unbound copy and (1) electronic copy for external review by the START and Technical committees within seven days of receiving comments from the City of Avondale Assistant City Manager and the ADOT Senior Transportation Manager.

Comments from the START and Technical Committees shall be provided within fourteen days of the submittal by the CONSULTANT. The CONSULTANT will then address or incorporate all comments resulting from the external review and submit five (5) copies of the final working Transit Plan and (1) electronic copy to the City of Avondale and ADOT. Copy ready quality of all deliverables is required. Copies of all drafts and final papers and reports must also be delivered in electronic format (standard Microsoft office software). Copies must also be supplied in Adobe Acrobat portable document format (pdf files), to facilitate distribution for comment.

The CONSULTANT will provide to the City of Avondale a draft copy of all materials to be presented at least three business days prior to the first scheduled public input meeting. Comments received from the City of Avondale will be incorporated into the presentation materials prior to

the presentation. The CONSULTANT will provide the City of Avondale and ADOT with paper copies of all materials (e.g. slide shows) presented at workshops and meetings. Slide presentations for the workshops and meetings should be prepared in Microsoft PowerPoint format. All work products created during the course of this project become the property of the City of Avondale and ADOT. Work products include, but are not limited to, written reports, graphic presentations, spreadsheets, databases, data files, computer programs, and support documentation.

### III. SCHEDULE

Public Notice of Advertisement	December 11, 2002
RFP Issued	December 11, 2002
Pre-proposal meeting	December 18, 2001, 11:00 a.m. Avondale Executive Conference Room
Proposals due to City of Avondale	January 15, 2003, 3:00 p.m.
Ad-hoc committee begins evaluation of proposals	January 16-17, 2003
Interviews with final candidates (if needed)	January 22, 2003
Final selection and notification	January 24, 2003
Contract award and agreement	January 31, 2003

It is anticipated that the study will commence on or about February 3, 2003 and will be completed by June 30, 2003. More specific timelines should reflect the following schedule.

1. Review of previous transit studies through February 2003
2. Produce draft mail survey by February 14.
3. Meet with the Technical Committee the week of February 17.
  - Among items of discussion is the draft mail survey.
  - Incorporate technical committee changes.
  - Mail survey no later than March 3.
4. Develop transit plan public input materials by February 27.
  - City of Avondale Review February 28-March 3.
  - Incorporate changes for START meeting March 6.
5. Meet with START Committee March 6, 2003 to review public presentation materials and provide comment.
6. Incorporate START comments and begin public input presentations in 10 specific service areas to be completed by April 25, 2003.
7. Provide Transit Plan draft for internal review May 14.
8. Receive internal review comments from ADOT and City of Avondale May 21.
9. Incorporate internal review comments by May 28.
10. Present for external review:
  - START Committee review June 5
  - Technical Committee review week of June 9
  - Avondale Urban Area final public hearing June 16
11. Utilize information collected and produce Avondale Urbanized Area Plan final product by June 30, 2003 for ADOT review.
12. Begin preparing FTA Formula 5307 application grant July 1.
13. ADOT final review will be completed by July 18, 2003.
14. Incorporate final changes and produce and deliver 100 copies of the Avondale Urbanized Area Transit Plan by August 1, 2003 to identified stakeholders.
15. Complete FTA grant application draft August 15, 2003.

16. Present for Council approval September 2, 2003.
17. Submit FTA application by September 15, 2003.

## **PROPOSAL REQUIREMENTS**

### **PROJECT COST AND SCHEDULE**

The total cost of this project including profit and all applicable fees, expenses and taxes is not to exceed \$80,000. The proposal costs submitted by each PROPOSER should include addressing all scope of work items and include costs for professional fees, materials costs, travel expenses, etc. The costs for producing, mailing and return mail, tabulating the survey, and producing the report should also be included in this proposal. Expenses include travel, telephone, office space requirements, etc. If any projected costs cause the total project cost to exceed \$80,000, those costs should be demonstrated and included in the proposal. Do not include any in-kind contributory acts anticipated by the PROPOSER to be performed by City of Avondale, ADOT, or other personnel not associated with the PROPOSER; however assisting actions and work expectations to be performed by City of Avondale, ADOT, or other personnel not associated with the PROPOSER should be listed.

This project is being funded by the Arizona Department of Transportation through Federal Transit Administration Formula 5303 and 5313 funds. The City of Avondale is providing the 20% in-kind match required by FTA. The Avondale Urbanized Area Transit Plan final draft completion date of June 30, 2003 is to enable the CONSULTANT and the City of Avondale to prepare and submit a FTA application no later than September 30, 2003 based on FTA application approval.

### **PROPOSAL DELIVERY**

1. One (1) original proposal and six (6) bound copies of the proposal plus one print-ready copy suitable for photocopying must be submitted by 3:00 p.m. (MST) on Wednesday, January 15, 2003 to:

Charlie McClendon, Assistant City Manager  
City of Avondale  
525 N. Central Avenue  
Avondale, AZ 85323  
623-932-2400

Timely receipt of proposals will be determined by the date and time the proposal is received at the above address. Hand delivery is therefore encouraged. No facsimile or electronic submissions will be accepted. All material submitted in response to this solicitation becomes the property of the City of Avondale and ADOT and will not be returned.

The Proposals will be opened publicly and the name of each PROPOSER will be read at 3:00 p.m. Friday, January 10, 2003 at the City of Avondale, City Hall, 525 N. Central Avenue Avondale, AZ.

2. Any questions regarding this Request for Proposals should be directed to the Charlie McClendon, Assistant City Manager, City of Avondale, 525 N. Central Avenue, Avondale, AZ 85323, 623-932-2400. E-mail can be received at [cmccclendon@avondale.org](mailto:cmccclendon@avondale.org)



3. A pre-proposal conference has been scheduled for 11:00 a.m. MST, December 18, 2002 at the Avondale Executive Conference Room, 124 S. 4<sup>th</sup> Street, Avondale, AZ

## **PROPOSAL CONTENT**

It is required that the proposal:

1. Be limited to a maximum length of fifty (50) pages, including cover letter signed by the person authorized to enter into a contract, résumés, attachments, certificates, three references, and appendices.
2. Be prefaced by a brief statement describing the PROPOSER's organization and outlining its approach to completing the work required by this solicitation. This statement should illustrate the PROPOSER's overall understanding of the project. It should also note any exceptions to the scope of work as defined by this RFP; in the absence of any such specific exceptions noted in the proposal, the deliverables for the project shall be at a minimum all of those specified in this RFP plus any additional deliverables specified in the proposal.
3. Contain a work plan that concisely explains how the consultant will carry out the objectives of the project. In the work plan, the PROPOSER should describe each project task and proposed approach to the task as clearly and thoroughly as possible. The approach for handling contingencies including controlling costs should also be noted.
4. Include a preliminary schedule for the project in bar-chart format. Indicate all work plan tasks and their duration.
5. Contain a staffing plan for the project. The plan should include the following in table format:
  - a. A project organization chart, identifying the consultant Project Manager.
  - b. Names of key project team members and/or sub-consultants, if any. Only those personnel who will be working directly on the project should be cited.
  - c. The role and responsibility of each team member.
  - d. Person-hours spent by each team member and by support personnel on each task identified in the work plan, including a total for professional hours.
  - e. Hourly rate for each team member and total cost attributable to each staff member and task.
  - f. Percent effort (time) of each team member for the contract period.
  - g. The role and level of City of Avondale and ADOT technical staff support, if any support is required. The City of Avondale will have one person assigned to the development of the Avondale Urbanized Area Transit Plan, plus two committees providing public input (START Committee) and technical input (Technical Committee) have been established.
  - h. A labor cost allocation budget, formatted as presented in the attachment.
6. Include résumés for major staff members assigned to the project. These résumés should focus on their experience in this type of project.
7. Include PROPOSER's recent experience (no more than last five years) in performing work similar to that described by the RFP. This description shall include the following:
  - a. Date of project.
  - b. Name and address of client organization.
  - c. Name and telephone number of individual in the client organization who is familiar with the project.

- d. The role played by your firm in the project (lead or subcontractor).
- e. Short description of project, the part of the project for which your company was responsible, and the percentage of the total project that work constituted.
- f. The names of the primary staff members who worked on the project and whether they are still affiliated with your firm.

**Note additional requirements are specified in the section entitled "Regulatory Requirements" and in the appendices.**

## **PROPOSAL EVALUATION AND SELECTION PROCESS**

All proposals will be evaluated by an ad-hoc evaluation committee made up of members from the Technical Committee and START Committee. The Evaluation Committee's work will be facilitated by a City of Avondale representative and an ADOT representative. The Evaluation Committee will be made up of no more than seven members. Final contract approval will be made by the Avondale City Council and the Arizona Department of Transportation.

Proposal evaluation criteria are:

- a. **10 points.** How well-defined is the work plan and how consistent is the plan with program objectives.
- b. **20 points.** Does the proposal's project approach demonstrate clear organizational and work processes, superior technical implementation, include enhanced suggestions/options to achieve objectives, and address timelines clearly?
- c. **10 points.** Does the firm have the expertise to perform the work? Is the track record sufficient to meet the tight timelines required for this project?
- d. **15 points.** Does the proposal demonstrate key project personnel degree of availability? Adequate resources to handle a project of this scope.
- e. **10 points.** Does the proposal demonstrate knowledge of work priorities and the flexibility to deal with change and contingencies?
- f. **10 points.** Does the proposal address costs effectively and reasonably? With the funding requested, does the project appear to have a reasonable chance for completion within the fees requested?
- g. **25 points.** Does the proposer generate confidence that the project will be a success? Does it appear that public presentations will be superior? Does the proposer demonstrate intelligent responses to verbal interactions and problem solving abilities?

Following a review of the proposals, selected firms submitting proposals may be interviewed prior to the selection of a consultant. If interviews are considered necessary, they will be conducted on January 22, 2003.

## **Regulatory Requirements**

- 1.0 An audit examination of the CONSULTANT'S financial records may be required.
- 2.0 During the course of the project, a monthly progress report must be submitted within ten (10) working days after the end of each month until the final report is submitted. Each report should include a comprehensive narrative of the activities performed during the month, an estimated percent complete for each project task, monthly and cumulative costs by task, activities of and payments to subcontractors, a discussion of any notable

issues or problems being addressed, and a discussion of anticipated activities for the next month.

- 3.0 Invoices for reimbursement for services rendered shall be submitted no more frequently than every two weeks and at least monthly, with the first invoice submitted no earlier than February 21, 2003. Payment for services will be based on contract-defined deliverables.
- 4.0 Each firm submitting a proposal is required to certify that it will comply with, in all respects, the rules of professional conduct set forth in A.C.R.R. R4-30-301 (see Appendix B), which is the official compilation of Administrative Rules and Regulations for the State of Arizona.
- 5.0 Each firm must document within its proposal any potential conflicts of interest. A conflict of interest shall be cause for disqualifying a CONSULTANT from consideration or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:
  - a. Accepting an assignment where duty to the client would conflict with the CONSULTANT'S personal interest, or interest of another client.
  - b. Performing work for a client or having an interest that conflicts with this contract.
  - c. Employing personnel who worked for the City of Avondale or ADOT over the past twelve months, unless specifically waived by ADOT.
- 6.0 The Arizona Department of Transportation and the City of Avondale reserve the right to:
  - a. Cancel this solicitation.
  - b. Reject any and all proposals and re-advertise.
  - c. Select the proposal that, in its judgment, will best meet its needs.
  - d. Negotiate a contract that covers selected parts of a proposal, or a contract that will be interrupted for a period or terminated for lack of funds.
- 7.0 The firm that is selected will be required to comply with Titles VI and VII of the Civil Rights Act of 1964. The contractor will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60). The contractor will also be required to comply with all applicable laws and regulations of the U.S. Department of Transportation.

The consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractors shall carry out applicable requirements of 49 CFR part 26 in the award of contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate.

For this RFP the Arizona Department of Transportation Civil Rights Office has established that there is no goal for the utilization of Disadvantaged Business Enterprises owned, operated, and controlled by socially and economically disadvantaged individuals. Although there was not a DBE goal established for this contract, it is strongly encouraged that the CONSULTANT use, wherever possible, Disadvantaged Business Enterprises owned, operated, and controlled by socially and economically disadvantaged individuals.

The Arizona Department of Transportation Civil Rights Office maintains a list of certified DBEs. This is obtainable by calling 602.712.7761 and requesting a copy of the DBE list.

- 8.0 The CONSULTANT selected to undertake the project will be required to have appropriate insurance coverage, including: commercial liability, automobile liability, workmen's compensation, property, and professional liability.

#### **Contract Stipulations**

- 1.0 The initial term of the awarded contract shall commence on the date the Arizona Department of Transportation issues a Notice to Proceed, signifying ADOT's acceptance of the successful PROPOSER'S proposal and will be in effect for one (1) year, unless terminated, canceled, or extended as otherwise provided herein.
- 2.0 The awarded contract shall not bind nor purport to bind ADOT and the successful PROPOSER for any contractual commitment in excess of the original contract period.
- 3.0 Any awarded Contract shall allow for assignment of all or part of the specified deliverable items as originally competed and evaluated.

#### **RFP Issues**

- 1.0 Any explanation desired by a PROPOSER regarding the meaning or interpretation of this solicitation must be requested and received in writing prior to 5:00 p.m. MST, December 24, 2002. Oral explanations or instructions will not be binding. Any written information provided to any prospective PROPOSER concerning this solicitation will be furnished to all prospective PROPOSERS by 5:00 p.m. January 2, 2003 by facsimile transmission.

Questions about the RFP shall be submitted in writing to:

Charlie McClendon, Assistant City Manager  
City of Avondale  
525 N. Central Avenue  
Avondale, AZ 85323  
623-932-2400

Should a PROPOSER find discrepancies or omissions in the RFP, or should the PROPOSER be in doubt as to meanings, PROPOSER shall at once notify the City of Avondale and ADOT in writing prior to 5:00 p.m. MST, December 24, 2002. Should it be found that the point in question is not clearly and fully set forth, a written Addendum will be sent to all persons or firms receiving the RFP. ADOT and the City of Avondale will not be responsible for any oral instructions nor for any written materials provided by any person other than the Contact person named in this RFP.

**A pre-proposal conference will be held on December 18, 2002 at 11:00 a.m. MST.**  
The pre-proposal conference shall be held at:  
City of Avondale, Executive Conference Room  
124 S. 4<sup>th</sup> Street (west of Dysart, south of Western)  
Avondale, AZ 85323

- 2.0 In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable PROPOSER to make an adequate interpretation of the provisions of this RFP, an Addendum to the RFP will be provided to each potential PROPOSER. Receipt of all Addenda must be acknowledged in the Proposals received by the City of Avondale and ADOT and can be listed within Appendix C: Certifications and Representations.

3.0 Protests prior to proposal opening:

Any interested party who has an objection to the awarding of a materials, commodities or services contract to any PROPOSER by ADOT, pursuant to competitive proposal procedures, shall lodge that protest, in writing, with the Scott Friedson, Senior Transportation Planner, ADOT, 206 S. 17th Avenue, Mail Drop 310B, Phoenix, AZ 85007 not less than 72 hours before the proposal opening. The protest shall clearly state the grounds for the protest and the relief sought. ADOT will notify all PROPOSERS that a protest has been filed, and that the proposal opening has been postponed until further notice.

4.0 Protests received subsequent to proposal opening:

ADOT and the City of Avondale through the Ad-Hoc Evaluation Committee will evaluate all proposals and determine the winning proposal. A notice of Intent to Award will be mailed to all PROPOSERS. Any interested party who has an objection to the awarding of a materials, commodities or services contract to any PROPOSER by ADOT, pursuant to competitive proposal procedures, shall lodge that protest, in writing, within 72 hours from the postmark date of the notice of Intent to Award to Scott Friedson, Senior Transportation Planner, ADOT, 206 S. 17th Avenue, Mail Drop 310B, Phoenix, AZ 85007. The protest shall clearly state the grounds for the protest and the relief sought.

This is a Federal Transit Administration (FTA) funded service and is subject to FTA rules and regulations. FTA only accepts protests alleging that a grantee fails to have written protest procedures or has violated such procedures. Written protest procedures are available from Scott Friedson, Senior Transportation Planner, ADOT, 206 S. 17th Avenue, Mail Drop 310B, Phoenix, AZ 85007 upon receipt of the written protest.

5.0 Signature Requirements

Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting Proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one PROPOSER or one legal entity. The submittal should indicate the responsible entity.

PROPOSERS should be aware that joint and several responsibility and joint and several liability will attach to any resulting Contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

6.0 Proposal Submission

The City of Avondale must receive an original (*clearly marked and labeled as the Avondale Urbanized Area Transit Plan Proposal*) and six (6) bound copies, and one print-ready copy for photocopying purposes of the PROPOSER'S Offer addressed to:

Charlie McClendon, Assistant City Manager  
City of Avondale, 525 N. Central Avenue, Avondale, AZ 85323  
623-932-2400

**Proposals will be received at the City of Avondale until 3:00 p.m. MST, January 10, 2003 at which time they will be recorded. Late proposals will not be considered.**

7.0 Offer

This Offer shall remain in effect for a period of 180 calendar days from the Proposal opening date and is irrevocable.

- PROPOSERS agree to permit access to financial records for a Pre-Award Audit to verify labor rates, overhead rates, etc. should ADOT determine that such an audit is required prior to award of this Contract.

8.0 Waiver

By submission of its Proposal, PROPOSER represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked its Proposal for errors and omissions; that the prices stated in its Proposal are correct and as intended by it; and are a complete and correct statement of its prices for providing the labor, services, supplies, materials, or equipment required.

9.0 Confidentiality of Information

Subject to applicable laws, financial information required to be submitted with Proposals to establish financial responsibility, PROPOSER'S Offer, and other financial data, such as wages, overhead rates, shall be handled as confidential data and utilized on a "need-to-know" basis for Proposal evaluation. Reasonable efforts will be made to avoid disclosure except during evaluation.

10.0 Pre-contractual expenses

ADOT and the City of Avondale shall not be liable for any pre-contractual expenses incurred by any PROPOSER or by any selected PROPOSER. PROPOSER shall not include any such expenses as part of the Proposal offer in response to the RFP. ADOT and the City of Avondale shall be held harmless and free from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, any person or organization responding to this RFP. Pre-contractual expenses are defined as expenses incurred by PROPOSERS in:

- A. PROPOSER'S Offer in response to this RFP.
- B. Costs associated with interviews, meetings, including travel expenses incurred in responding to this RFP.
- C. Other expenses incurred by a PROPOSER prior to the date of award and a formal Notice to Proceed for any agreement.

12.0 Verbal agreements

No prior, current, or post-award verbal conversations or agreement(s) with any officer, agent, or employee of ADOT shall affect or modify any terms or obligations of this RFP or any contract that may result from this procurement. Oral explanations or instructions will not be binding.

13.0 Audit and Inspection of Records

PROPOSERS shall permit authorized representatives of ADOT or its designee to inspect and audit PROPOSER'S data, facilities, and records relating to this RFP. Unsubstantiated statements or refusal to permit audit or inspection may cause the Proposal to be declared non-responsive.

14.0 Lobbying Prohibition

The successful PROPOSER will be required to comply with all of the requirements of Title 31 U.S.C. 1352 and 54 Federal Register 52305; and warrants that its activities and those of its officers, agents, employees comply, and shall continue to comply, with the prohibition against spending federal funds for lobbying. The successful PROPOSER shall certify compliance with the prohibition and shall disclose the activities of all lobbyists paid to influence or attempt to influence government officials for federal grants or contracts.

In accordance with 18 U.S.C. 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising from this contract.

15.0 Indemnity and Hold Harmless

The successful PROPOSER agrees to indemnify, defend, save and hold harmless ADOT and the City of Avondale and its urbanized area municipal participants, supporting committees, members, officers, agents, contractors and employees from and against any and all claims, demands, losses, damages, expenses, liabilities, suits, actions, proceedings, or costs of every kind and description (including attorneys fees) arising, in whole or in part, from successful PROPOSER'S performance under this Contract.

Without limiting the broad scope of the indemnity provision set forth in the above paragraph, said indemnity includes, but is in no way limited to, claims, demands, losses, damages, expenses, liabilities, suits, actions, proceedings, or costs of every kind and description (including attorneys fees) arising from:

- A. The injury to or the death of any person or the loss of or the damage to any property when such injury, death, loss, or damage is due, in whole or in part, to the negligent, intentional or willful act or omission of successful PROPOSER or of successful PROPOSER'S officers, agents, or employees.
- B. The successful PROPOSER'S employment agreements or contracts, out of salary, fringe benefit, retirement benefit, layoff, demotion, promotion, termination or other internal personnel disputes between successful PROPOSER and any of its

officers, agents, or employees, whether brought individually, as a group, or as a labor bargaining or negotiating unit or entity.

16.0 Debarred Proposer

The successful PROPOSER, including any of its officers or the holders of a controlling interest therein, is obligated to inform ADOT and the City of Avondale whether or not it is or has been on any debarred PROPOSERS' list maintained by the United States Government. Should the PROPOSER be included on such a list during the performance of this project, it shall so inform ADOT and the City of Avondale.

17.0 Energy Efficiency

The successful PROPOSER shall recognize the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in accordance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.).

18.0 Environmental Requirements

For all contracts and subcontracts in excess of \$100,000, the successful PROPOSER agrees to comply with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act (42 USC 7602), 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15) which prohibit the use of facilities included on the EPA List of Violating Facilities when performing under nonexempt Federal contracts, grants or loans. The successful PROPOSER shall report violations to FTA and to the U. S. EPA Assistant Administrator for Enforcement.

19.0 Independent Contractor

Under the terms of this RFP, the successful PROPOSER is an independent contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than ADOT, City of Avondale, and Avondale Urbanized Area municipal employees, assisting in the performance of its services hereunder. The successful PROPOSER agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters. The successful PROPOSER agrees to be responsible for its own acts and those of its subordinates, employees and any and all subcontractors, if any, during the life of the contract.

20.0 Inspection of Work

All work (which term in this RFP includes services performed and material utilized in the performance of services) shall be subject to inspection and test by ADOT to the extent practicable at all times and places during the term of this Contract. ADOT and the City of Avondale shall have the right to enter the successful PROPOSER'S premise for the purpose of inspecting and auditing all data and records that pertain to successful PROPOSER'S performance under the awarded Contract with proper written 48-hour notice.



If any work performed hereunder is not in conformity with the requirements of the awarded Contract, ADOT and the City of Avondale shall have the right to require successful PROPOSER to perform the work again in conformity with such requirements at the successful PROPOSER'S expense. When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, the City of Avondale shall have the right to (1) require successful PROPOSER to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of this Contract; and (2) reduce the contract price to reflect the reduced value of the work performed. In the event successful PROPOSER fails promptly to perform the work again or take necessary steps to ensure future performance of the work in conformity with the requirements of this Contract, the City of Avondale shall have the right to have the work performed in conformity with the contract requirements and charge successful PROPOSER any costs to the City of Avondale or ADOT that are directly related to the performance of such work, or terminate this Contract for default.

No completion of any audit or inspection by ADOT or the City of Avondale constitutes a representation that operations or equipment are in compliance with any federal, state, or local laws. Such responsibility is solely that of successful PROPOSER.

#### 21.0 Final Arbitrator

All parties hereto acknowledge that the awarded Contract is subject to cancellation by ADOT pursuant to the provisions of 38-511, Arizona Revised Statutes. ADOT is also the final arbitrator for all disputes between the PROPOSER and the City of Avondale as it relates to any awarded contract.

#### 22.0 Termination or Postponement

ADOT reserves the right to terminate or postpone any awarded Contract with or without cause. Such termination or postponement shall only be effective after giving written notice to the successful PROPOSER at least twenty-four (24) hours prior to the effective date of termination or postponement. However, any such postponement shall not exceed nine (9) months.

#### 23.0 Insurance and Risk Management

The CONSULTANT is primarily responsible for the risk management of its work under an awarded Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. ADOT reserves the right to amend the requirements herein at any time during the Contract subject to at least sixty (60) days written notice and an appropriate adjustment of the compensation terms of the awarded Contract to offset any demonstrated increase in the CONSULTANT's costs. Any and all of the CONSULTANT's sub-contractors must meet the requirements of this Section.

Prior to beginning the work under an awarded Contract and without limiting any liabilities or other obligations of CONSULTANT, CONSULTANT shall obtain and maintain, and/or cause to be obtained and maintained, the required forms and minimum amounts of insurance coverage as outlined below. CONSULTANT's responsibility and liability for the services provided by its subcontractors is not limited in any fashion by the

types and limits of subcontractor's insurance. Coverage shall be in full force and effective during the terms of any awarded Contract.

A. All Insurance Coverage

- a. Upon execution of an awarded Contract, all required insurance coverage must be evidenced to ADOT through receipt of acceptable certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing full compliance with the insurance requirements set forth in this Section.
  - i) The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted from the certificate form's cancellation provision.
  - ii) Failure of ADOT or the City of Avondale to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of ADOT or the City of Avondale to identify a deficiency from the evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance.
  - iii) Certificate(s) of insurance is to be mailed to the following address or such other addresses as designated by ADOT from time to time:  
  
Scott Friedson, Senior Transportation Planner  
ADOT  
306 S. 17<sup>th</sup> Avenue, Mail Drop 310B  
Phoenix, AZ 85007  
602-712-6095, Fax: 602-712-3046
- b. Failure to maintain the required insurance may result in the termination of any awarded Contract at ADOT's option.
- c. If the CONSULTANT fails to maintain the insurance as set forth in this Section, ADOT shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.
- d. Contractor shall provide certified copies of all insurance policies required in this Section within 10 days of ADOT's, or any ADOT designee's, written request of said copies.
- e. The CONSULTANT's insurance company(ies) and third party administrators are subject to approval by ADOT as well as any use of partial or full self-insurance programs. This includes the use and amounts of deductibles and/or self-insured retentions.
- f. Each insurance policy shall not be subject to lapse, cancellation or material change in coverage unless at least sixty (60) days prior to

implementation of the potential changes a written notice is provided to ADOT.

- g. Each insurance policy shall be written on a primary coverage basis, including any self-insured retentions, unless expressly approved by ADOT, in writing.
- h. Each insurance policy, with the exception of the workers' compensation and professional liability policies, shall include, by specific endorsement, using a form at least equal to ISO CG2010, the following as additional insured:

"Arizona Department of Transportation, the City of Avondale, and the Arizona Department of Transportation, the City of Avondale, and the Avondale Urbanized Area representatives, agents, officers, employees and directors, including participating members from the START Committee and the Technical Committee that support Avondale Urbanized Area activities."

The coverage for the additional insured is for those activities, work effort, and other circumstances, meetings, and events that directly or indirectly are related to the work to be performed to fulfill any awarded Contract.

Any person or entity shall be added as an additional insured upon the request of ADOT to the CONSULTANT.

- i. Any failure by the CONSULTANT to comply with the reporting requirements of the required insurance coverage shall not affect the coverage provided to ADOT and the City of Avondale, and ADOT, the City of Avondale, and the Avondale Urbanized Area representatives, agents, officers, employees, directors, and members, and each of their respective agents, officers, employees and directors.
- j. If the CONSULTANT's liability policies do not contain a separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- k. To the extent permitted by insurance, CONSULTANT waives all rights of subrogation or similar rights against ADOT and the City of Avondale, and ADOT, the City of Avondale, and the Avondale Urbanized Area representatives, agents, officers, employees, directors, and members, and each of their respective agents, officers, employees and directors.
- l. By requiring the insurance in this Section, ADOT does not represent that coverage and limits will be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to ADOT in this Contract.

B. Commercial General Liability Insurance

- a. CONSULTANT shall maintain general liability and, if necessary, excess/ umbrella insurance with a limit of liability not less than \$1,000,000 each occurrence. If such insurance contains an aggregate limit, it shall apply separately to any awarded Contract related to this RFP. The insurance shall, at a minimum, cover liability arising from premises, operations, independent contractors, products and completed operations, personal injury, advertising injury and liability assumed under insured contract, including the tort liability of another assumed in a business contract. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution or employment-related practices.
- b. Coverage for claims or incidents occurring, but not known, during the policy period will extend for a period of at least three (3) years past acceptance, cancellation or termination of the Work.

C. Automobile Liability Insurance

- a. CONSULTANT shall maintain automobile liability and, if necessary, excess/ umbrella insurance with a limit of liability of not less than \$1,000,000 each accident. CONSULTANT shall also maintain uninsured and underinsured motorist coverage with limits of liability of not less than \$300,000 each accident. Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage. Such insurance shall provide pollution liability coverage for covered vehicles.
- b. CONSULTANT shall maintain physical damage coverage for coversw a minimum of \$5,000 for each occurrence.
- c. Vehicles will not be loaned or leased by ADOT or the City of Avondale for use by the CONSULTANT.

D. Workers Compensation Insurance

CONSULTANT shall maintain workers compensation and employers liability insurance in accordance with the Federal and State statutes having jurisdiction over the employees where the work is performed. The limits of liability for employers' liability coverage shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

E. Property Insurance

Contractor shall not have in its care, custody and control real and personal property owned by ADOT or its designees.

F. Professional Liability

- a. CONSULTANT shall maintain professional liability insurance, appropriate to the CONSULTANT's profession, covering errors and omissions arising out of the CONSULTANT's Work, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable with a limit of liability of not less than \$1,000,000. If such insurance contains an aggregate limit, it shall apply separately to an awarded Contract. This insurance may not exclude bodily injury, property damage or contractual liability for an awarded Contract.
- b. Coverage for claims or incidents occurring, but not known, during the policy period will extend for a period of at least three (3) years past acceptance, termination or cancellation of the Work.

[illegible]

**APPENDIX B: ARIZONA ADMINISTRATIVE CODE R4-30-301**

**CH. 30            BOARD OF TECHNICAL REGISTRATION            R4-30-301**

**ARTICLE 3. REGULATORY PROVISION**

**R4-30-301. Rules of professional conduct:**

- A. All registrants shall comply substantially with the following standards of professional conduct:
  - 1.0 A registrant shall not submit any materially false statements or fail to disclose any material facts requested in connection with his application for certification.
  - 2.0 A registrant shall not engage in fraud, deceit, misrepresentation, or concealment of material facts in advertising, soliciting, or providing professional services to members of the public.
  - 3.0 A registrant shall not knowingly sign, stamp, or seal any plans, drawings, blueprints, land surveys, reports, specifications, or other documents not prepared by the registrant or his bona fide employee.
  - 4.0 A registrant shall not knowingly commit bribery of a public servant as proscribed in A.R.S. 13-2602, or knowingly commit commercial bribery as proscribed in A.R.S. 13-2605, or violate any Federal statute concerning bribery.
  - 5.0 A registrant shall comply with all Federal, State, and local building, fire, safety, real estate, and mining codes, and any other laws, codes, ordinances, or regulations pertaining to the registrant's professional practice.
  - 6.0 A registrant shall not violate any State or Federal criminal statute involving fraud, misrepresentation, embezzlement, theft, forgery, or breach of fiduciary duty, where the violation is related to the registrant's professional practice.
  - 7.0 A registrant shall apply the technical knowledge and skill which would be applied by other qualified registrants who practice the same profession; a contemporary "Manual of Surveying Instructions" issued by the Bureau of Land Management, United States Department of Interior and in effect prior to May 23, 1983 to the extent applicable to that professional engagement.
  - 8.0 A registrant shall not accept an assignment where the duty to a client or the public would conflict with the registrant's personal interest or the interest of another client without full disclosure of all material facts of the conflict to each person who might be related to or affected by the project or engagement in question.
  - 9.0 A registrant shall not accept compensation for services related to the same project or professional engagement for more than one party without making full disclosure to all such parties and obtaining the express written consent of all parties involved.
  - 10.0 Except as provided in Paragraph 11 of this rule, a registrant shall not accept any professional engagement or assignment outside his professional registration unless:

- a. He is qualified by education, technical knowledge, or experience to perform such work, and
- b. Such work is both necessary and incidental to the work of his profession on that specific engagement or assignment.

A registered professional engineer may accept professional engagements or assignments in branches of engineering other than that branch in which he has demonstrated proficiency by registration, but only if he has the education, technical knowledge, or experience to perform such engagements or assignments.

- 11.0 Except as otherwise provided by law, code, ordinance, or regulation, a registrant may act as the prime professional for a given project and select collaborating professionals; however, the registrant shall perform only those professional services for which he is qualified by registration to perform and shall seal and sign only the work prepared by him or by his bona fide employee working under his direct supervision.
- 12.0 A registrant shall make full disclosure to all parties concerning:
  - a. Any transaction involving payments to any person for the purpose of securing a contract, assignment, or engagement, except for actual and substantial technical assistance in preparing the proposal; or
  - b. Any monetary, financial, or beneficial interest the registrant may hold in a contracting firm or other entity providing goods or services, other than the registrant's professional services, to a project or engagement.
- 13.0 A registrant shall not solicit, receive, or accept compensation from material, equipment, or other product or services suppliers for specifying or endorsing their products, goods, or services to any client or other person without full written disclosure to all parties.



## **APPENDIX C: CERTIFICATIONS AND REPRESENTATIONS**

### Certifications and Representations

PROPOSER makes the following Certifications and Representations as part of the Proposal by signing the Proposal form and by entering the following information as applicable.

### Covenant against Contingent Fees

PROPOSER has ( ) has not ( ) employed any company or person (other than a full-time, bona fide employee working solely for the PROPOSER) to solicit or secure this Contract, if awarded and has ( ) has not ( ) paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for PROPOSER) any fee, commission, percentage, or brokerage fee contingent upon or resulting from a resultant award of this Contract; and agrees to furnish information relating to the above, as requested by ADOT.

### Independent Price Determination

The PROPOSER certifies that he has not colluded, conspired, connived, or agreed, directly or indirectly with any PROPOSER, person, or entity to refrain from proposing. Further, PROPOSER has not directly or indirectly sought, by agreement, collusion, communication, or conference, with another person or entity, to fix the Proposal amount herein or that of any other PROPOSER, or to fix any overhead, profit, or cost element of said Proposal amount or that of any other PROPOSER, or to secure any advantage against RPTA or any person interested in the proposed Contract.

### Debarred, Suspended, or Ineligible PROPOSERS

The PROPOSER certifies by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency or has been terminated by ADOT in any previous contract work.

### Restriction On Lobbying

PROPOSER certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement, including but not limited to this proposed Contract.
- (2) If any funds, other than Federal appropriated funds, have been or will be paid to any person to influence or attempt to influence an officer or employee of any agency, or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) PROPOSER shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. / 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Acknowledgment of Addenda

The undersigned acknowledges receipt of the following addenda, if provided by ADOT and/or the City of Avondale.

ADDENDUM NO. \_\_\_\_\_, DATED  
ADDENDUM NO. \_\_\_\_\_, DATED  
ADDENDUM NO. \_\_\_\_\_, DATED  
ADDENDUM NO. \_\_\_\_\_, DATED

*Note: Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation.  
Acknowledged receipt of each addendum must be clearly established and included with the Proposal.*

Authorization

The undersigned certifies that he/she is legally authorized by PROPOSER to make the statements and representations contained in this document, and represents and warrants that the foregoing information is true and accurate to the best of his knowledge, and intends that ADOT rely thereon in evaluating the PROPOSER.

PROPOSER'S NAME: \_\_\_\_\_

DATE OF SIGNING: \_\_\_\_\_

SIGNATURE BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CORPORATE SECRETARY/DESIGNEE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

NAME OF PROPOSER: \_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_

\_\_\_\_\_  
Street Address or P.O. Number

(State)

(Zip Code) (Tel)



TERRY GODDARD  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE 602.542.8855

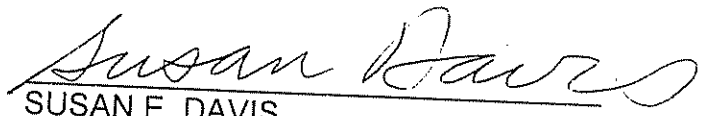
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR03-0206TRN (JPA 02-188), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED January 30, 2003.

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/ss